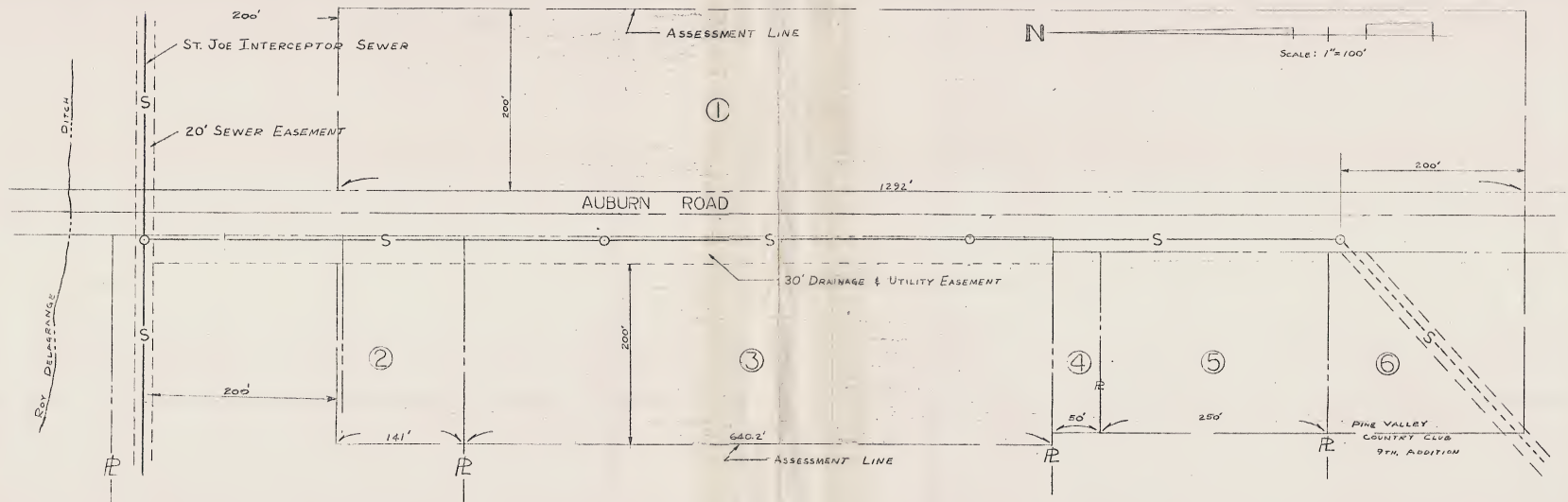


# PINE VALLEY COUNTRY CLUB - 9TH. ADDITION - SEWER EXTENSION

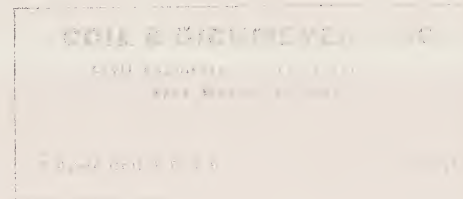
## OF ST. JOE INTERCEPTOR

### EXHIBIT "A"



#### PROPERTY LEGEND

Tract or Lot #	Owners Name
1.	Joseph L. & Marie Wesley
2.	Thomas Osborne
3.	J. Schrey - V. Gehron
4.	Paul E. Paine
5.	P. Craig Paine
6.	Macke Development Corp.



JANUARY 26, 1977.  
JANUARY 31, 1977.

3545  
1  
2  
3  
4 BILL NO. S-77-02- 32

SPECIAL ORDINANCE NO. S- 63-77

6 AN ORDINANCE approving a contract  
7 with Macke Development Corp., for  
8 construction of a sanitary sewer.


9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated February 9, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and  
13 the Board of Public Works and Macke Development Corp., for:

14 Beginning at a proposed manhole located in the  
15 existing St. Joe interceptor sewer and 30 feet  
16 West of the centerline of Auburn Road; thence  
17 Southerly along the West right-of-way line of  
Auburn Road a distance of 1302 feet to a point  
10 feet East of the Norhteast corner of Lot  
#565 in Pine Valley Country Club, Nineth Addition,  
Allen County, Indiana,

18 of which the developer shall pay the entire cost and expense of  
19 the construction of said sewer, all as more particularly set forth  
20 in said contract which is on file in the Office of the Board of  
21 Public Works and is by reference incorporated herein, made a part  
22 hereof and is hereby in all things ratified, confirmed and approved.

23 SECTION 2. This Ordinance shall be in full force and  
24 effect from and after its passage and approval by the Mayor.

25  
26   
27 Councilman

28  
29  
30  
31  
32  
33 APPROVED AS TO FORM  
AND LEGALITY  
34   
35

Read the first time in full and on motion by Moses, seconded by Stenger, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 2-22-77

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by D. Schmidt, seconded by Talarico, and duly adopted, placed on its passage.

PASSED ( LOST ) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>6</u>			<u>3</u>	
BURNS	<u>✓</u>				
HINGA	<u>A</u>				
HUNTER	<u>✓</u>				
MOSES	<u>A</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>A</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 2-8-77

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ( ~~ZONING MAP~~ ) ( ~~GENERAL~~ ) ( ~~ANNEXATION~~ ) ( ~~SPECIAL~~ ) ( ~~APPROPRIATION~~ )

ORDINANCE ( ~~RESOLUTION~~ ) No. 2-63-77 on the 8th day of March, 1977.  
ATTEST: ( SEAL )

Charles W. Westerman  
CITY CLERK

John C. Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of March, 1977, at the hour of 2:40 o'clock P M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 9th day of March, 1977, at the hour of 4:00 o'clock \_\_\_\_\_ M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-77-02-32

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with Macke Development Corp., for construction of a  
sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

*W. C. Moses Jr.*  
*D. J. Schmidt*  
*Vivian G. Schmidt*  
*Paul M. Burns*  
*Samuel J. Talarico*

8  
3-7-77  
DATE \_\_\_\_\_ CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To BOARD OF PUBLIC WORKS Date FEB. 1, 1977  
From PHILIP R. BOLLER  
Subject PINE VALLEY COUNTRY CLUB ADDITION, SECTION IX, OFFSITE SANITARY SEWER

COPIES TO:

(AUBURN ROAD)

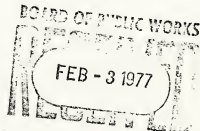
Enclosed is an original plus 2 copies of sewer extension permit for your and councilmanic approval for subject project.

A Performance & Guaranty Bond will be forthcoming when the "short form" sanitary sewer extension permit is sent for processing. At that time we will ask for a Board Order for this project.



Philip R. Boller, P.E.  
Chief Water Pollution Control Eng.

PRB/DE/iw  
Encl.



NOTED

☐ H.P.W.

☒ H.L.

☒ M.G.S.

Date \_\_\_\_\_

AGREEMENT  
FOR  
SEWER EXTENSION

THIS AGREEMENT made in triplicate this 9<sup>th</sup> day of February 1977, by and between Macke Development Corp., hereinafter referred to as "Developer" and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, hereinafter referred to as "City" WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows; Beginning at a proposed manhole located in the existing St. Joe interceptor sewer and 30 feet West of the centerline of Auburn Road; thence Southerly along the West right-of-way line of Auburn Road a distance of 1302 feet to a point 10 feet East of the Northeast corner of Lot # 565 in Pine Valley Country Club, Ninth Addition, Allen County, Indiana.

All sewers shall consist of 1302 L.F. of 10-inch V.C.P. in accordance with the plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief W.P.C. Engineer of the City Utilities of the City, which plans and specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the <sup>total</sup> cost of construction of said sewer is represented to be \$21,809.92.(Const.\$17,457.47;Eng.\$1747.45;Legal/ & easement \$2605.00 )

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### 1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles, all approved by the City, under private contract to be let within (60) days after requisite City approval. All work and materials shall be subject to inspection by the City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

### 2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost of and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

### 3. AREA OF DEVELOPER

Said sewer, when accepted by the City will serve the following described real estate:

A portion of the South One-Half of the Northeast One-Quarter of Section 34, Township 32 North, Range 12 East, Allen County, Indiana . Noted as tract # 6 on Exhibit A.

As Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described

real estate of the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in and inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

#### 4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of the real estate shall at any time within (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension of connection of lateral or local lines to service such land; CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the cost of standard tap-in and inspection fees, the sum of 0.04237898 per sq. ft. for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Any amount so collected by the CITY shall be paid by the CITY within sixty (60) days of the receipt thereof to the DEVELOPER.

An area connection charge of \$475.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local



charge as set forth above, and represents the oversizing cost expended by CITY for the St. Joe Interceptor sewer.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one(1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for the disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for and in consideration of CITY'S entering into this Sewer Extension Agreement with Developer, releases Developer's right, and the right of Developer's successors in title, to remonstrate against pending or future annexations to the CITY of the area served by the sewers and facilities described in Article 3 hereof, and any person tapping into or connecting to the sewers and facilities contracted for herein shall be deemed to hereby waive their rights to remonstrate against the annexation of the area served by the sewers and facilities described in Article 3 hereof.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recoorders Office within ten (10) days

after its adoption and approval by the Common Council of City as hereafter provided.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16,17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964, and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

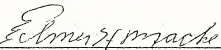
9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

MACKE DEVELOPMENT CORP.

By   
Elmer H. Macke, Pres.

CITY OF FORT WAYNE, INDIANA

By \_\_\_\_\_  
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By \_\_\_\_\_  
Henry P. Wehrenberg, Chairman

By Ethel H. LaMar  
Ethel H. LaMar, Member

By Max G. Scott  
Max G. Scott, Member

ATTEST:

Ursula Miller, Clerk

Approved as to form and legality

Tony I. Barker  
Associate City Attorney

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Elmer H. Macke, Pres. of Macke Development Corp., who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 1st day of Feb., 1977.

My commission expires:

Feb 26, 1980

Helen I. Woodring  
Notary Public  
Helen I. Woodring

STATE OF INDIANA    )  
                           ) SS:  
 COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel A. LaMar and Max G. Scott, members of the Board of Public Works; and Ursula Miller, Clerk of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this        day of        , 1977.

My commission expires

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Notary Public

This instrument prepared by Kerry D. Dickmeyer, L.S. # S-0243

## EXHIBIT "B"

EXCESS AREA	OWNER	AREA, SQ. FT.	LOCAL SEWER EXTENSION UNIT COST	LOCAL SEWER EXTENSION COST - TOTAL	AREA CONNECTION FEE DUE CITY PER SQ. FT. \$ 0.0109044	TOTAL
Tract 1	Joseph L. Wesley	258,400	\$ 0.04237898	\$ 10,950.72	\$ 2,817.69	\$ 13,768.42
Tract 2	Thomas Osborne	28,200	"	1,195.09	307.50	1,502.59
Tract 3	J. Schrey - V. Gehron	128,040	"	5,426.21	1,396.20	6,822.40
Tract 4	* Paul E. Paino	10,000	"	* 423.79	109.40	532.83
Tract 5	* P. Craig Paino	50,000	"	* 2,118.95	545.22	2,664.17
Tract 6	* Macke Development Corp.	<u>40,000</u>	"	<u>* 1,695.16</u>	<u>436.18</u>	<u>2,131.34</u>
Totals		514,640		\$ 21,809.92	\$ 5,611.83	\$ 21,421.75

PINE VALLEY COUNTRY CLUB, 9th ADDITION

NOTES: \* Cost of Local Sewer Monies due Developer for Tracts 4, 5, and 6 are hereby waived.

Area Connection Fee due City Utilities are due and payable at the time of issuance of tap permits for all tracts including 4, 5 & 6.

Area Connection Fee due City Utilities for Tract 6, Area of Developer, will be paid with the Pine Valley Country Club, 9th Addition.

3545

TITLE OF ORDINANCE SPECIAL ORDINANCE -- SEWER EXTENSION AGREEMENT - PINE VALLEY COUNTRY CLUB ADD., SECTION IX, OFFSITE SANITARY SEWER (AUBURN ROAD)  
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*2-77-02-32*

SYNOPSIS OF ORDINANCE MACKE DEVELOPMENT CORP., THE DEVELOPER DESIRES TO CONSTRUCT AN OFFSITE SANITARY SEWER FOR PINE VALLEY COUNTRY CLUB ADDITION, SECTION IX, (AUBURN ROAD). COST WILL BE BORNE TOTALLY BY DEVELOPER.

EFFECT OF PASSAGE EXTENSION OF SANITARY SERVICE AND FUTURE CITY UTILITY CUSTOMERS.

EFFECT OF NON-PASSAGE FAILURE TO PROVIDE SEWER SERVICES WHERE SAID SERVICES ARE NEEDED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) NO COST TO CITY.

ASSIGNED TO COMMITTEE Issues